

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

| | | |
|----------------------------------|---|----------------------|
| ATAIN SPECIALTY INSURANCE |) | |
| COMPANY, |) | |
| |) | C.A. NO.: 2021-cv-62 |
| |) | |
| Plaintiff, |) | Electronically Filed |
| |) | |
| vs. |) | |
| |) | |
| NORTHEAST CONCRETE CONSTRUCTION, |) | |
| INC.; and TONY GERMANOS D/B/A |) | |
| AROMA CT CAFÉ, INC., |) | |
| |) | |
| Defendants. |) | |

JUDGMENT

The Court having defaulted the Defendant Northeast Concrete Construction, Inc., pursuant to Federal Rule of Civil Procedure 55(b)(2) on March 24, 2021 (Docket No. 10) it is hereby **ORDERED, ADJUDGED AND DECREED:**

The Plaintiff, Atain Specialty Insurance Company has neither a duty to defend nor a duty to indemnify Northeast Concrete Construction, Inc. or any other entity for the claims asserted against Northeast Concrete Construction, Inc., as set forth in *Tony Germanos d/b/a Aroma CT Café, Inc. v. Northeast Concrete Construction, Inc., Providence County Civil Act. No.: 2019-8570*.

The claim against Tony Germanos d/b/a Aroma CT Café, Inc., having been dismissed with prejudice, this Final Judgment shall enter in accordance with Fed.R.Civ.Pro. 58 and the case is **CLOSED**.

/S/ John J. McConnell, Jr.
United States District Judge
For the District of Rhode Island

Dated: June 23, 2021